Mutual Logistics Support

Implementing Arrangement USA-RKA-007

Concerning

Use of EUSA Battle Simulation Systems and Services

Between

Eighth United States Army

and

Republic of Korea Army

Article I - Authority

This document is an Implementing Arrangement (IA) as contemplated by Article III, paragraph 2 and defined by Article II, paragraph b of the Mutual Logistics Support Agreement (MLSA) between the Government of the United States of America and the Government of the Republic of Korea dated 8 June 1988 as amended and is subject to all other provisions of that agreement.

Article II - Purpose

The purpose of this IA is to establish policies and procedures for the use of EUSA battle simulation systems and services in support of Battle Command Training Program (BCTP) type Command Post Exercises (CPXs) for Republic of Korea Army (ROKA). By applying the principles and methodology of the U.S. Army BCTP, command and staff training in ROKA divisions will be improved.

Article III - Implementation Authority and Designation of Ordering Individuals

1. <u>ROKA</u>: Authority to place orders and receive support under this arrangement is delegated to ROKA, Deputy Chief of Staff for Operations (DCSOPS). ROKA DCSOPS will appoint in writing, those individuals authorized to initiate and accept orders under this IA.

- 2. <u>EUSA</u>: Authority to place orders and receive support under this arrangement is delegated to EUSA, Assistant Chief of Staff, G3. EUSA ACofS, G3 will appoint in writing those individuals authorized to initiate and accept orders under this IA.
- 3. Appointment letters will state that the authority is the US-ROK MLSA. Individuals delegated such authority shall be selected so as to have the necessary knowledge and experience to carry out authorized transactions in accordance with (IAW) applicable laws and regulations. Copies of all appointment letters will be provided to HQ EUSA, G4, ATTN: FKJ4-P-G, UNIT #15236, APO AP 96205-0009 and HQ ROKA, ATTN: ODCSOPS Education and Training Division, Taejon, Korea.
- 4. Appointed ordering officers are empowered to initiate and accept orders (i.e., to sign blocks 15 and 25 of the Mutual Logistic Support Order/Receipt, USFK Form 209EK, Annex A, hereafter referred to as MLS Order/Receipt).

Article IV - General Terms And Conditions

- 1. The Parties understand that this arrangement will not be used as a normal or routine source (procuring or transferring) of logistic support, supplies and services for any and all goods and services reasonably available from U.S. or ROK commercial sources or acquired from the U.S. through foreign military sales procedures under the Arms Export Control Act.
- 2. The MLS Order/Receipt will be used to document support provided and received as outlined in this IA.
- 3. Equipment or services may not be re transferred to a third Party (or agent thereof) unless approved in writing by a representative of the issuing government.
- 4. Each exercise will involve planning conferences, five days of gamer training, two days of communications and practice exercises, a four or five day exercise, and an after action review (AAR). Exercises will be conducted in accordance with an exercise schedule agreed upon by the Parties.

Article V - Specific Responsibilities

- 1. Request for battle simulation systems and services support will be initiated as follows:
 - a. ROKA will prepare a written request, to include a Mutual Logistic Support Order/Receipt (USFK FORM 209EK) completed IAW paragraph 1, Annex B. The MLS Order/Receipt will be used by the Parties to execute the transfer of services IAW the terms of this IA and conditions contained herein.
 - b. ROKA will forward the request to the EUSA Battle Simulation Center (BSC).

- c. The procedures of approval for support requesting, and for request accepting will be controlled by each nation's internal laws and regulations.
- d. Information copies of all transactions will be forwarded to HQ EUSA, ATTN: FKJ4-P-G, UNIT #15236 APO AP 96205-0009.
- e. The EUSA BSC will respond expeditiously to ROKA requests. If the requested support cannot be provided, the request will be returned to ROKA with a statement that the support cannot be provided. If the requested support can be provided, EUSA BSC will make additional entries on the MLS Order/Receipt and return copies to ROKA in accordance with paragraph 2, of Annex B.
- f. Support commitments will be binding when blocks 15 and 25 of the MLS Order/Receipt are signed. If unforeseen difficulties preclude performance of support, ROKA will be notified without delay.
- g. Any changes, supplementary requests, or additional items of support becoming necessary will be coordinated as soon as possible between ROKA and the EUSA BSC. Such changes will be documented as a modification to the applicable MLS Order/Receipt prior to the providing of support.

2. EUSA BSC will provide the following support:

- a. Simulation Controller: EUSA BSC will provide the Simulator Controller to implement the Exercise Director's guidance in the simulation model, operate simulation hardware and software in support of exercise objectives, and supervise BSC personnel and facilities.
- b. Commander Opposing Force (COMOPFOR): EUSA BSC will provide the COMOPFOR to fight the Red side of the battle from the OPFOR CP located in Walker Center.
- c. Instructor/Controllers (I/Cs): EUSA BSC will provide I/Cs for each division CPX to train division, echelons above division (EAD), and OPFOR gamers in the operation of Corps Battle Simulation (CBS); provide controller supervision and continued training of gamers during the exercises; provide technical control information pertaining to hardware and software problems; and support the AAR process.
- d. Analysts: EUSA BSC will provide subject area expert analysts to compile and process data and information from observers and other sources to prepare AARs and Reference Books.
- e. Joint Exercise Support System Intelligence Model (JIM): EUSA BSC will provide JIM, an automated model running within CBS to model intelligence systems at the collateral level, to assist intelligence scripting.

- f. Joint Model After Action Review System (JMAARS): EUSA BSC will provide JMAARS, an automated system running concurrent with CBS, to assist exercise analysts in collecting information for AARs.
- g. Communications: For exercises conducted at remote sites, EUSA will provide data links (two 56KBS circuits or multiple 9.6KBS circuits) and a sufficient number of telephone circuits (determined during the site survey) between Yongsan Army Garrison and the division gaming center (NOTE: If a distributed wargaming system (DWS) is available, data circuits will not be required).
- h. Generators: EUSA will provide generators and a power distribution system at remote sites.

i. Documents:

- (1) EUSA BSC will develop and publish appropriate planning documents for each exercise. Direct coordination is authorized and encouraged throughout the planning and execution processes.
- (2) The simulation control plan for each division exercise will be developed by EUSA BSC and distributed per established milestones.
- (3) Upon completion of each exercise, EUSA BSC will provide ROKA TRADOC a copy of the CBS unit database used during the exercise.
- (4) Upon completion of each exercise, EUSA BSC will provide the commander of the exercising unit a take home package consisting of an exercise reference book, a detailed package of lessons learned, and video tapes of the AARs. EUSA BSC will also provide a copy of the take home package to ROKA TRADOC. This copy is to assist ROKA TRADOC in development of their BCTP and will be closely held (i.e., not distributed to any other parties).
- j. Transportation of CBS equipment.
- k. Installation and deinstallation of CBS equipment.
- 1. Computer paper.
- m. CBS computer maintenance.
- n. Office copiers and maintenance. One copier will be provided for AAR use and one copier will be provided for Operations/Control use.
- o. Transportation, billeting, and feeding of EUSA BSC personnel (exception is ROKA transportation support provided to support the AAR process).

- 3. ROKA will provide the following support:
 - a. Simulation centers: ROKA will furnish suitable facilities for use as temporary battle simulation centers.
 - b. Exercise Director: The corps commander, or his designated representative, is responsible for developing the scenario for each exercise. He will also be responsible for defining training objectives, preparing the exercise directive, conducting exercise planning meetings IAW published milestones, allocating resources, and directing the exercise.
 - c. AAR Facilitator: The AAR Facilitator is responsible for leading AARs and directing activities of exercise analysts and observers. He will actively participate in the AAR preparation.
 - d. Senior Observer: The Senior Observer is responsible for assisting commanders in identifying unit strengths and weaknesses; assisting the AAR Facilitator by providing guidance and observations on assessment issues; and will participate in AAR discussions as appropriate. He will be available ten days prior to STARTEX for a briefing on Senior Observer roles and relationships and will sign the approval document for the AAR concept following the briefing.
 - e. Gamers: Augmentees required to serve as division, echelons above division, and OPFOR gamers will be provided by ROKA. Gamers will receive CBS training prior to each exercise.
 - f. Instructor/Controllers: ROKA will provide ten officers who have attended CBS I/C training and certification at Yongsan Army Garrison to function as I/Cs for each exercise.
 - g. Personnel augmentation: Other personnel augmentation required to support the exercises will be provided by ROKA. Specific numbers of augmentees will be determined during the planning phase of each exercise.
 - h. Documents: ROKA, or designated representative, will develop and publish implementing exercise policies and directives.

i. Facilities:

- (1) ROKA is responsible for providing facilities in which CBS hardware will be installed. These facilities will comply with space requirements; will provide adequate lighting and filtered heating/cooling; will be equipped with partitions, tables, and chairs; and will be suitable for operation of CBS. Facility size as well as other requirements will be coordinated during initial planning conferences (IPCs).
- (2) ROKA will provide classrooms for observer training.

- (3) ROKA will also provide suitable facilities (large conference rooms) in which AARs will be conducted.
- j. Loading and unloading of CBS equipment: ROKA will load and unload CBS equipment at exercise sites under supervision of EUSA BSC personnel.

k. Security:

- (1) ROKA will provide physical security, 24 hours per day, at remote simulation facilities from the time the CBS equipment arrives until it leaves after the exercise.
- (2) ROKA will provide physical security, 24 hours per day, at Walker Center and remote simulation sites effective from the time secure data communications are established until 24 hours after ENDEX.
- 1. Janitorial services: ROKA will provide janitorial services at all simulation centers. Thorough cleaning of these facilities will be accomplished, a minimum of twice a day, using established procedures to minimize the amount of dust in the air.

m. Fuel:

- (1) ROKA will provide fuel for EUSA generators used at remote sites.
- (2) ROKA will provide fuel for EUSA vehicles used at remote sites.
- n. Generator support: ROKA will provide trained generator operators 24 hours per day during training and exercise periods.
- o. Transportation: Commencing with the start of observer training and lasting until after the final AAR, ROKA will provide two dedicated vehicles and drivers 24 hours per day to support the AAR process.
- p. Training supplies for AAR augmentation: ROKA will provide necessary supplies (note books, paper, pens, markers, tape, etc) to enable all augmentees involved in the AAR process to perform duties during both training and the exercise. Required supplies will be coordinated during planning conferences.
- q. Paper for office copiers.
- r. Classified waste: ROKA will dispose of classified waste at Walker Center and remote sites.

Article VI - Funding And Reimbursement

- 1. Reimbursement: Exchange rate will be the market rate as of the date that the Republic of Korea Government (ROKG) povides reimbursement.
 - a. ROKA will reimburse EUSA, in U.S. dollars, an amount determined by the Parties at the time the MLS Order/Receipt Form (USFK FORM 209EK) is prepared for each exercise. EUSA will accept reimbursement in U.S. dollars or its equivalent in Korean Won on the date that the Republic of Korea Government (ROKG) povides reimbursement.
 - b. The EUSA collecting office is Finance and Accounting Office, 175 FAO, ATTN: EAFC-A, UNIT #15300, APO AP 96205-0073.
 - c. The ROKA paying office is ROKA TRADOC Finance Office, Taejon, Korea.
 - d. Orders will not be initiated by either Party unless funds are available.
 - e. Any transfer may not exceed current fiscal year (FY) ceiling authorization of either Party.

2. MLS Order/Receipt Form:

- a. The method of payment (CASH) will be indicated by ROKA and agreed to by EUSA BSC by completing block 16 of the MLS Order/Receipt Form prior to the execution of the transaction(s).
- b. EUSA BSC will provide invoices and attached copies of completed MLS Order/Receipt forms to the organization and address cited in block 20.
- c. EUSA BSC will indicate the proper collection office in block 19. The ROKA paying office will make payment within 30 days upon receipt of the invoice with attached MLS Order/Receipt Form made payable to the organization/account stated in the invoice in U.S. dollars or its equivalent in Korean Won.
- 3. Pricing will be IAW Article III, paragraph 4 of the US-ROK MLSA.
- 4. Article IV (Excluded Charges) of the US-ROK MLSA will apply to this IA.
- 5. Both Parties will maintain records of all transactions.

Article VII - Disagreements And Claims

1. Executive Agents:

- a. The executive agent for HQ EUSA for all matters affecting the terms and conditions of this IA will be the EUSA ACofS, G3.
- b. The executive agent for HQ ROKA for all matters affecting the terms and conditions of this IA will be the ROKA DCSOPS.
- 2. Under Article V, paragraph 1 of the US-ROK MLSA, the Parties agree to make a good faith effort to resolve any disagreements between them with respect to the interpretation or application of this IA. Resolution will be by negotiation and will not be referred to an international tribunal or third Party for settlement.
- 3. All claims will be resolved by the executive agents.
- 4. Matters not addressed in this IA will be resolved through appropriate channels.

Article VIII - Language

This IA is executed two originals in the English language and two originals in the Korean language, each text being equally authentic.

Article IX - Entry In Force, Amendments, Termination

- 1. This IA enters into force when signed by representatives of ROKA and EUSA and will remain in force until terminated, by mutual agreement or by either party giving 30 days advance notice in writing to the other party.
- 2. This IA may be amended or revised at any time by mutual written consent of both Parties hereto. If either side considers it necessary to discontinue this agreement for compelling national reasons, written notice of termination shall be given to the other side of such decision.
- 3. Should this IA be terminated in whole or part, EUSA ACofS, G3 will provide ROKA DCSOPS a detailed bill reflecting costs incurred or to be incurred as a result of this termination. Reconciliation will occur IAW Article V, paragraph 1 of the US-ROK MLSA.

Four (4) Annexes:

- A Mutual Logistics Support Order/Receipt Form (with Instructions).
- B Procedures for Executing and Ordering Using the Mutual Logistic Support Order/Receipt Form.
- C Limitations on the Scope of Mutual Logistics Support.
- D Definitions

FOR EIGHTH UNITED STATES ARMY:

FOR REPUBLIC OF KOREA ARMY:

STEPHEN SILVASY, J

Major General, U.S. Army Assistant Chief of Staff, G3

Headquarters, Eighth United States Army

Date: **26 May 93**Seoul. Kdrea

KIM, SEOK WON

Major General, ROK Army

Deputy Chief of Staff for Operations

Headquarters, Republic of Korea Army

Taejon, Korea

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Mutual Logistics Support Order/Receipt Form (With Instructions).

EXPLANATION OF ENTRIES

1. Request No. Inserted by supplier.

2. Date of Request Self-explanatory.

3. From Person/unit submitting request.

4. To Self-explanatory.

5. IA Number USA-RKA-007.

6a. Fund Cite Fund citation or certification of availability.

6b. Requested Delivery Date Self-explanatory. For services, it is the beginning date.

7. Stock No. Identification of the supply item.

8. Description Abbreviated description; detailed listing or description of

services may be attached.

9. Units Unit of issue, i.e., box, each, etc. Applicable only to

acquisitions or transfer of supplies.

10. Quantity requested Self-explanatory.

11. Quantity delivered Amount issued.

12. Unit price If a firm price cannot be established, a price should be

indicated by using NTE (not to exceed) after the price in blocks (12), (13) and (18). The NTE amount is the maximum limit of liability (ceiling price) for the receiving

Party.

13. Total unit cost Per Item.

14. Issuing Individual Official of supplying nation who issues/provides the

supplies or service.

15. Authorizing Officer Official who has authority to requisition supplies or

services.

16. Method of Payment CASH.

17.	Schedule for RIK/Exchange	Not applicable.
18.	Total amount claimed	Total of all items in the currency of supplying nation.
19.	Payable to	Designee to be identified on the remittance.
20.	To be forwarded to	Finance Office to which remittance will be sent.
21.	Liability Limitation	If a cost is not known, this is the "not to exceed" (NTE) amount.
22.	Received, Inspected and Accepted	Individual authorized by the receiving nation to accept supplies or services.
23.	Place of Delivery	Location and unit to which replacement will be made.
24.	Remarks/Transaction Codes	Codes are for U.S. Army use only; (i.e. Exercise Baekdusan 92-X)
25.	Authorized Receiving Officer	Official of receiving nation who authorized the transaction.

Procedures For Executing An Order Using The Mutual Logistic Support Order/Receipt, USFK FORM 209EK

- 1. The Party requesting logistic support will initiate a transaction under this IA by completing the following blocks: 1-4; 5 (enter USA-RKA-007) 6a (if applicable under the Party's internal procedures); 6b-10; 12 (if known); 15; 16 (proposed); 20 and 24 (Transaction Code, Exercise/Project Name).
- 2. If the requested support can be provided, the Party in receipt of the request will complete the following blocks: 6a; 12 (if not already done/verify); 16 (agreed); 17; 19-20; (if applicable under the Party's internal procedures); 23 and 25.
- 3. At the time the logistic support is provided, the providing Party will complete the following blocks: 11; 13; 14; 17; 18 and 23 (place and schedule for replacements).
- 4. The receiving Party will complete block 22.
- 5. Each Party will receive a sufficient number of completed copies of the MLS Order/Receipt Form to satisfy internal requirements.
- 6. Each Party will distribute copies of the completed MLS Order/Receipt Form IAW internal procedures and paragraph 5 of this IA. Minimum distribution requirements are:
 - a. One copy will be forwarded to the supplying Party.
 - b. One copy will be returned to the requesting Party.
- c. One copy will be forwarded to HQ EUSA, G4, ATTN: FKJ4-P-G, UNIT #15236, APO AP 96205-0009.

Limitations On The Scope Of Mutual Logistic Support

- 1. The following items may not be acquired or transferred by the U.S. under the Mutual Logistic Support Agreement:
 - a. Weapon systems;
 - b. Major items of equipment;
- c. The initial quantities of replacement parts and spares for major items of organizational equipment covered by tables of organization and equipment, tables of distribution and allowance, or equivalent documents;
 - d. Cooperative airlift;
 - e. Guided missiles;
 - f. Naval mines and torpedoes;
- g. Nuclear ammunition and associated items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
 - h. Cartridge and propellant-actuated devices;
 - i. Chaff and chaff dispensers;
 - j. Guidance kits for bombs or other ammunition;
 - k. Chemical ammunition, other than riot control.
- 2. There is also a not to exceed value set on end items as defined under the Trade Agreements Act of 1979. The value on the date this IA was signed was \$172,000.
- 3. Other specific items may be excluded from acquisition or transfer by U.S. or ROK law, directive or policy.

DEFINITIONS

EUSA: Eighth United States Army.

General implementing arrangement: Type of arrangement that is characterized by the use of orders to identify and define requirements and cost data.

Logistic Support: Food, billeting, transportation (except airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto less major construction), project storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and air and seaport services.

Reimbursable transaction: Payment in cash required for logistics support, supplies or services provided.

Replacement-in-kind (RIK): The transfer of supplies or services in return for supplies or services of an identical or substantially identical nature within the specified time constraints, not to exceed one year.

ROKA: Republic of Korea Army.

ROK MND: Republic of Korea, Ministry of National Defense

USFK: United States Forces, Korea